



**Keesler Federal**  
CREDIT UNION

## **Keesler Federal Credit Union EMV Cool Cash Visa® Prepaid Cardholder Agreement**

**IMPORTANT – PLEASE READ CAREFULLY**

### **Terms and Conditions/Definitions for the Keesler Federal Credit Union EMV Cool Cash Student/Parent Visa® Prepaid Card**

This document constitutes the agreement ("Agreement") outlining the initial terms and conditions under which the Keesler Federal Credit Union Cool Cash Visa® Prepaid Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions of this Agreement, you should not use the Card. "Card" means any Keesler Federal Credit Union Cool Cash Visa® Prepaid Card issued to you by Keesler Federal Credit Union (including any secondary cards you may request). "Issuer" means Keesler Federal Credit Union. "Card Account" means the records we maintain to account for the value of claims associated with the Card. "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "Primary Cardholder" means the individual who purchases the Card. "We," "us," and "our" mean the Issuer, our successors, affiliates or assignees. To purchase the Card, you must: (i) be at least 18 years of age; (ii) be a U.S. citizen and (iii) have a U.S. Social Security Number. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a reloadable prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and we may cancel, repossess, or revoke it at any time without prior notice subject to applicable law. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

### **Business Days**

For purposes of these disclosures, our business days are Monday through Saturday. Holidays are not included.

### **Authorized Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card, Card number, and/or Personal Identification Number ("PIN"), we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement. The Primary Cardholder may request up to 4 Cards for authorized users by visiting our website at [www.kfcu.org](http://www.kfcu.org). All additional Cards provided to authorized users must be separately activated.

### **Activating Your Card**

You will have the opportunity to choose a PIN after you activate your Card. You may keep the PIN assigned to you or set your own unique PIN. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled "Your Liability for Unauthorized Use."

To activate your Card, visit our website at [www.kfcu.org](http://www.kfcu.org) or call us at 866-901-8090.

The Bank Secrecy Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: During the issuance and activation process for any Card, we will ask you to provide certain identification information including your name, address, date of birth, and other information that we may require to identify you. We may also ask to see your driver's license or other identifying documents. You must provide us with verifiable identification information. We will use the information to verify your identity and to activate your Card. Please see our Privacy Policy for further information. We will compare your personal identifying information with certain information provided by the U.S. government and other authorities as required by law and may in our sole discretion decline to activate your Card based on such information. We may make such comparisons from time to time and may, in our sole discretion, cancel your Card at any time. If we decline to activate your Card, and if permitted by law, we will refund the balance on your Card.

### **Forgotten or Lost PIN**

If you have forgotten or lost your PIN, you may contact customer support anytime at 866-901-8090 to be reminded of your PIN. A PIN Inquiry fee may apply. Alternatively, you may change your PIN on our website at [www.kfcu.org](http://www.kfcu.org). If you make more than three (3) unsuccessful attempts when asked to enter your PIN at a merchant terminal or Automated Teller Machine ("ATM"), your PIN will be locked for 24 hours. While your PIN is locked, you will not be permitted to use your Card at an ATM or to make transactions authenticated by your PIN. After 24 hours, your PIN will automatically unlock.

### **Cash Access**

With your PIN, you may use your Card to obtain cash from any ATM or any Point-of-Sale ("POS") device, as permissible by merchants that bear the Visa® or STAR acceptance marks. All ATM transactions are treated as cash withdrawal transactions. The maximum cumulative daily amount that may be withdrawn: (a) from one or more ATMs using your Card is \$2500.00, or as otherwise set by the ATM owner; (b) through an over-the-counter withdrawal from a participating credit union or other financial institution using your Card is \$2500.00 and (c) through a point of sales withdrawal from a participating merchant using your Card is \$2500.00

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

### **Loading Your Card**

You may add funds to your Card, called "value loading", at any time. Value will be "loaded" or added to the Card after it has been activated and the authenticity of the Card and/or "load" instruction has been verified. You can add ("reload") additional value to your Card in any of the following ways: (a) making a payment at your local Keesler Federal Credit Union branch; (b) direct deposit to the Card through an Automated Clearing House ("ACH") funds transfer and receive the funds up to 2 days early dependent on the timing of payer's submission of ach deposit versus the scheduled payment date; (c) visiting [www.kfcu.org](http://www.kfcu.org) or calling 866-901-8090 to initiate an ACH funds transfer from your designated funding account; d) transfer funds to your Card from an eligible checking or savings account held by you at a U.S. financial institution by means of using the Bank's online banking system; or e) visit participating Visa ReadyLink merchants to reload, merchants reserve the right to charge a fee. Find a Visa ReadyLink merchant at: <https://usa.visa.com/pay-with-visa/cards/services-locator.html>. A load or reload fee may apply for each load or reload. The minimum amount of the initial load and each reload transaction load is \$10.00. The maximum amount of the initial cash load and each cash reload is \$2500.00 per transaction, with a total cumulative cash load/reload limit of \$2500.00 per day. The maximum amount of value that can reside on the Card at any time is \$2500.00. The number of loads on a Non-Personalized Card is limited to four (4) including the initial load. Personalized Cards have unlimited reload capabilities. We may increase or decrease these limits from time to time in our sole discretion without prior notice to you. We will limit the number of Cards provided to you. We reserve the right to accept or reject any request to load or reload value to the Card at our sole discretion. With the exception of reloads performed through direct deposit, the Card may only be reloaded by the Cardholder. AN UNAUTHORIZED USER MAY NOT RELOAD FUNDS TO THE CARD.

You can receive Automated Clearing House ("ACH") direct deposits. You may provide your Card Account number for these deposits, but you agree not to provide your Card Account number to third parties to withdraw funds. If you are a party to an ACH entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines (collectively, the "NACHA Rules"), the rules of any local ACH, and the rules of any other system through which the entry is made.

**Provisional Payment.** Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making the payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** Under the NACHA Rules, which are applicable to ACH transactions involving your Card Account, we are not required to give next day notice to you of receipt of ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the account transaction history made available to you.

You may also use the Mobile Cashed Check Load service offered by Ingo Money, Inc. (a third-party service provider) to load funds from eligible cashed checks to your Card using your mobile device. Even though we may allow use of the Mobile Cashed Check Load service to add money to your Card, we do not provide this service and are not responsible for any service-related issues. To use this service, you must agree to the terms and conditions the service provider establishes from time to time. Although we do not charge any fees in connection with Mobile Cashed Check Loads, the service provider providing such service may charge a fee depending on the funding option you select. The terms and conditions, including the applicable fees, will be provided to you at the time you sign up for the service. You can sign up for this service by visiting <https://www.ingomoney.com>. The service provider should notify you about any fees for a particular load before you authorize the load. Generally, you will not have access to the money you load via the Mobile Cashed Check Load service until your check clears (this can take up to ten (10) business days). The service provider may offer immediate funds availability for a fee. See the Ingo Money Service Terms and Conditions at <https://ingomoney.com/terms-conditions.html> for limitations and complete details. Currently, these are the only methods that you can load your Card by check or money order.

### **Using Your Card/Features**

The maximum amount that can be spent on your Card per day is \$2500. The maximum value of your Card is restricted to \$2500.00.

You may use your Card to purchase or lease goods or services wherever, in most instances, Visa Debit cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$99.00 or more, even if the purchase amount is less than \$100. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. A preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to three (3) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount. Depending on your remaining balance, the preauthorization could cause another subsequent purchase to be declined. To avoid a declined purchase, or a hold greater than the actual purchase amount, pay for your gas inside with the cashier.

If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% of the purchase amount or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. All transactions relating to hotels or car rentals may result in a hold for that amount of funds up to thirty (30) days.

If you use your Card to make a telephone call, you may be required to have a minimum available balance of greater than \$15.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You will not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

Except for Recurring Transactions (defined below), you do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days.

You may use your Card for any Recurring Transactions. "Recurring Transactions" are transactions that you authorize to have automatically charged to your Card each month or other specified period with or without any further action on your part. Examples of merchants that may use Recurring Transactions include wireless carriers, internet service providers, health clubs, insurance companies that automatically charge monthly premiums, and cable TV services. If you have pre-authorized a third party to deduct Recurring Transactions, you can stop any of these payments. To stop a payment, you must provide sufficient advance notice to the party that you authorized to debit your Card balance to allow that party to stop payment before the next payment is scheduled to be made. You may notify us by calling 888-533-7537 or writing to us at PO BOX 7001 Biloxi, MS 39534. If you notify us orally by telephone, we may require you to provide a written confirmation within fourteen (14) days of your call. You must give us notice by any of these methods in time for us to receive your request three (3) business days or more before the payment is scheduled to be made.

#### **Limitations on Frequency and Dollar Amounts of Transactions**

- The maximum number of times you may load or reload your Card per day is 3; Non-Personalized Cards may only be reloaded 3 times after the initial load.
- The minimum amount of the initial load transaction is \$10
- The maximum amount of the initial cash load is \$2500.00 and each cash reload is \$0.00 per transaction, with a total cumulative cash load/reload limit of \$2500.00 per day.
- The maximum amount of value that can reside on the Card at any time is \$2500.00
- The maximum cumulative daily amount that may be withdrawn: (a) from one or more ATMs using your Card is \$2500.00, or as otherwise set by the ATM owner; (b) through an over-the-counter withdrawal from a participating credit union or financial institution using your Card is \$2500.00; and (c) through a point of sales withdrawal from a participating merchant using your Card is \$2500.00
- The maximum amount that can be spent on your Card per day is \$2500.00.

#### **Non-Visa Debit Transactions**

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as an STAR transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the STAR network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the STAR network. Please refer to the section labeled "Your Liability for Unauthorized Use" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or internet purchases.

#### **Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

#### **Card Replacement**

If you need to replace your Card for any reason, you can submit a request via the website at [www.kfcu.org](http://www.kfcu.org) or My Card Manager mobile app. Alternatively, you may contact us at 888-533-7537 to request a replacement Card; you will be required to provide personal information which may include your Card number, full name, transaction history, etc.

#### **Expiration**

Your Card will expire on the date embossed on the front of your Card. You will not be able to use your Card after the expiration date.

#### **Unclaimed Funds**

Unless prohibited by applicable law, the balance on an expired Card may become unclaimed funds and income to Keesler Federal Credit Union if, as shown by our records, you have not, within the specified period: (i) caused any activity or received any payments with regard to the Card; (ii) indicated any interest in the Card; (iii) corresponded with us concerning the Card; (iv) otherwise indicated an interest in the Card as evidenced by a writing on file with us; or (v) transacted any business with us.

#### **Charges Made in Foreign Currencies**

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 2% of the transaction amount.

#### **Receipts**

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

#### **Card Account Balance/Periodic Statements**

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling 866-901-8090 or enrolling in alerts/notifications (standard text message and data rates may apply). This information, along with a 12-month history of account transactions, is also available at no charge online at [www.kfcu.org](http://www.kfcu.org). Statements will also be available for no fee at [www.kfcu.org](http://www.kfcu.org).

If your card is registered with us, you also have the right to obtain at least 24 months of written history of account transactions by calling 888-533-7537, or by writing us at PO BOX 7001 Biloxi, MS 39531. You will not be charged a fee for this information unless you request it more than once per month.

**The Card, Account, Sub-Account, Set Aside Goals is not a Demand Deposit Account, a demand deposit (checking) account, savings account or other consumer asset account. Unless provided otherwise by Applicable Law, when you sign up for the Card, you do not receive a demand deposit (checking) account, savings account, or other consumer asset account. At our discretion, we may hold multiple Accounts or Sub-Accounts in a "pooled account" at our financial institution consisting of the aggregate of all funds held for all our products. We will hold and move funds in accordance with Applicable Law.**

**Fees and Other Information**

The following fees will be assessed as long as there is a remaining balance on your Card, except where prohibited by law. We will charge you, and you agree to pay, the fees and charges set forth below, which are subject to change. We will provide notice of any changes to the fees or charges at our website [www.kfcu.org](http://www.kfcu.org) and, by accepting this Agreement and using your Card, you consent to such notices delivered through our website. Anytime your remaining Card balance is less than the fee amount being assessed, the balance of your Card will be applied to the fee amount and the remaining fee amount will be deducted on the next load occurrence.

## List of all fees for EMV International Load n Go Prepaid Card

All fees	Amount	Details
Get started		
Card purchase	\$3.00	This fee is charged per card purchased.
Monthly usage		
Monthly Maintenance fee	\$0.00	After activation, this fee is charged monthly.
Text Messaging Monthly fee	\$0.00	This fee is charged monthly if cardholder enrolls in text messaging alerts. Message and data rates may also apply.
Add money		
Direct deposit	\$0.00	Per direct deposit reload.
Reload	\$0.00	Per value reload.
Reload via ReadyLink Retail Reload Network		Merchants reserve the right to charge a fee.
Mobile Check Deposit		The mobile check deposit service is provided by Ingo Money. Mobile check deposits made onto the Card will be subject to their fee schedule. For more details on their fees, visit <a href="https://www.ingomoney.com/benefits-fees/">https://www.ingomoney.com/benefits-fees/</a> .
Get cash		
ATM withdrawal (in-network)	\$0.00	"In-network" refers to the Keesler Federal Credit Union ATM Network. Locations can be found at <a href="http://www.kfcu.org">www.kfcu.org</a> .
ATM withdrawal (out-of-network)	\$1.99	This is our fee. "Out-of-network" refers to all the ATMs outside of the Keesler Federal Credit Union ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Information		
Customer service (automated)	\$1.00	Per call to our automated customer service line, including for balance and PIN inquiries.
Customer service (live agent)	\$3.95	Per call..
ATM balance inquiry (in-network)	\$0.00	"In-network" refers to the Keesler Federal Credit Union ATM Network. Locations can be found at <a href="http://www.kfcu.org">www.kfcu.org</a> .
ATM balance inquiry (out-of-network)	\$1.99	This is our fee. "Out-of-network" refers to all the ATMs outside of the Keesler Federal Credit Union ATM Network. You may also be charged a fee by the ATM operator
PIN Inquiry	\$0.00	This fee is charged per PIN inquiry.
Using your Card outside the U.S.		
International transaction	2%	Of the U.S. dollar amount of each transaction.
International ATM withdrawal	\$3.00	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM balance inquiry	\$2.00	This is our fee. You may also be charged a fee by the ATM operator.
Other		
Inactivity	\$2.50	You will be charged \$2.50 each month after you have not completed a transaction using your Card for 12 consecutive months.
Card Replacement/Reissue	\$0.00	This fee is charged per card replaced or reissued online
PIN Change	\$1.00	This fee is charged per PIN change initiated.
Unused Balance Disbursement	\$0.00	This fee is charged in the event that your Card Account is cancelled, closed, or terminated for any reason and you request the unused balance to be returned to you via a check to the mailing address we have in our records.

Register your Card for NCUA insurance eligibility and other protections. Your funds will be held at or transferred to Keesler Federal Credit Union, a NCUA-insured institution. Once there, your funds are insured up to \$250,000 by the NCUA in the event Keesler Federal Credit Union fails, if specific deposit insurance requirements are met and your Card is registered. See <https://www.ncua.gov/> for details.

No overdraft/credit feature.

Contact Keesler Federal Credit Union by calling 888-533-7537, by mail at PO Box 7001 Biloxi, MS 39534, or visit [www.kfcu.org](http://www.kfcu.org).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

### **Confidentiality**

We may disclose information to third parties about your Card or the transactions you make:

- 1) Where it is necessary for completing transactions;
- 2) In order to verify the existence and condition of your Card for a third party, such as a merchant;
- 3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- 4) If you give us written permission;
- 5) To our employees, auditors, affiliates, service providers, or attorneys as needed;
- 6) As permitted by law; or
- 7) As otherwise by permitted by our Privacy Policy.

### **Our Liability for Failure to Complete Transactions**

If we do not complete a transfer to or from your Card Account on time, or in the correct amount according to your Agreement with us, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- 2) If an ATM or merchant refuses to accept your Card;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;
- 4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- 5) If access to your Card has been blocked after you reported your Card lost or stolen;
- 6) If there is a hold on your Card or your funds are subject to legal process or other encumbrance restricting their use;
- 7) If we have reason to believe the requested transaction is unauthorized;
- 8) If circumstances beyond our control (such as fire, flood, terrorist attack, national emergency, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- 9) If your transfer authorization terminates by operation of law; or
- 10) Any other exception stated in our Agreement with you.

**WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR ANYTHING WE DO WHEN FOLLOWING YOUR INSTRUCTIONS. IN ADDITION, WE WILL NOT BE LIABLE IF WE DO NOT FOLLOW YOUR INSTRUCTIONS IF WE REASONABLY BELIEVE THAT YOUR INSTRUCTIONS WOULD EXPOSE US TO POTENTIAL LOSS OR CIVIL OR CRIMINAL LIABILITY. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

#### **Your Liability for Unauthorized Use**

Contact us AT ONCE if you believe your Card has been lost or stolen, or if you believe that someone has transferred or may transfer funds from your Card Account without your permission. Telephoning is the best way to minimize your possible losses. You could lose all the money in your account. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer funds from your Card Account without your permission, call: **888-533-7537** or write: **Keesler Federal Credit Union, PO BOX 7001 Biloxi, MS 39534**. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use. In the event the Visa Zero Liability Rules do not apply, if you notify us within two (2) business days after learning of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card, and you agree to cooperate with such investigation. We may ask you for a written statement, affidavit, or other information in support of the claim.

Also, if you become aware of and/or your account history shows transactions that you did not make, including those made by Card, code, or other means, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors." If you do not tell us within sixty (60) days after the earlier of the date you electronically access your account, if the transaction could be viewed in your electronic history, or the date we sent the FIRST written history on which the transfer appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time and you were grossly negligent or fraudulent in the handling of your Card. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card has been lost or stolen, we will close your Card Account to minimize the risk of further loss and reissue you a new card for a fee (see the section labeled "Fees and Other Information").

#### **Other Terms**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law. You must file any lawsuit or arbitration against us within two (2) years after the cause of action arises, unless federal or state law provides for a shorter time. If applicable law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two (2) years, you and we agree to the shortest permitted time under that state's laws.

#### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There may be a fee for this service. Subject to applicable law, the Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

#### **Information About Your Right to Dispute Errors**

Telephone us at 888-533-7537 or write us at PO BOX 7001 Biloxi, MS 39534 as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 888-533-7537 or writing us at PO BOX 7001 Biloxi, MS 39534. When you notify us, you need to:

- 1) Provide your name and Card number;
- 2) Describe the error or the transaction you are unsure about, the dollar amount involved, and why you believe it is an error or why you need additional information; and
- 3) Specify approximately when the error or the transaction took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this and your Card Account is registered with us, we will credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may

not credit your Card Account. For errors involving new Card Accounts, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

It is important to register your Card Account as soon as possible. Until you register your Card Account and we verify your identity, we are not required to research or resolve any errors regarding your account. To register your account, go to [www.kfcu.org](http://www.kfcu.org) or call us at 888-533-7537. We may ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number) so that we can verify your identity.

#### **Telephone Calls; Calling, Monitoring, and Recording**

From time to time, we may monitor and record telephone calls between you and us to assure the quality of our customer service or as required by applicable law. You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number for any informational, non-telemarketing purpose related to your Account, including Card or Account related matters etc. You agree to receive these calls, including calls or contacts made via an automated telephone dialing system; messages, such as prerecorded or artificial voice messages; or text messages sent via an automated texting system. You understand and agree that your service provider may charge you for these calls/messages.

#### **Smart Budgets and Set Aside Goals**

You will have access to Smart Budgets and Set Aside Goals to help you manage your finances with your Card. This is not a savings account. It is a method to set budgets and hold funds aside for special occasions. You can transfer an amount from your available balance towards the goal as frequently as you would like. While the funds are being held for the goal, they will not be part of your available balance. The funds are still on your Card, just removed from your available balance so you do not spend them. You can move them out of your Set-Aside balance and back into your available balance at any time.

#### **Mobile Application**

The My Card Manager Mobile Application allows you to use your mobile device to manage your Card's activity. The Mobile Application may not work with all mobile devices, and not all functionalities of the Card are available on mobile devices or through the Mobile Application. If you use the Mobile Application, you are solely responsible for any fees that your wireless service provider or other third party charges, such as fees for messages and data services. Your wireless service provider is not the provider of the Mobile Application, and you understand and agree that we are not responsible for the hardware and/or mobile device you use in downloading and using the Mobile Application.